

UNPUBLISHED

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

In Re: MICHAEL C. FORTI; In Re:
GERALDINE E. FORTI,
Debtors.

MICHAEL C. FORTI; GERALDINE E.
FORTI,
Plaintiffs-Appellees.

No. 99-1333

v.

ROBERT M. BERMAN; C. NELSON
BERMAN,
Defendants-Appellants.

and

JOEL I. SHER,
Trustee.

Appeal from the United States District Court
for the District of Maryland, at Baltimore.
Marvin J. Garbis, District Judge.
(CA-98-2959-MJG, BK-96-5-6693-SD)

Argued: November 30, 1999

Decided: January 27, 2000

Before WIDENER and WILLIAMS, Circuit Judges, and
Samuel G. WILSON, Chief United States District Judge
for the Western District of Virginia, sitting by designation.

Affirmed by unpublished per curiam opinion.

COUNSEL

ARGUED: Edward Lee Blanton, Jr., Baltimore, Maryland, for Appellants. Alan M. Grochal, TYDINGS & ROSENBERG, L.L.P., Baltimore, Maryland, for Appellees. **ON BRIEF:** Mary Fran Eber-sole, TYDINGS & ROSENBERG, L.L.P., Baltimore, Maryland, for Appellees.

Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

OPINION

PER CURIAM:

Robert and C. Nelson Berman appeal the district court's decision affirming the bankruptcy court's determination that the judicial liens they had obtained on the property of Appellees, Michael and Geraldine Forti, as a result of consent judgments entered against the Fortis, were not voluntary transfers under 11 U.S.C.A. § 522(g)(1) (West 1993) and could therefore be avoided as preferential transfers under 11 U.S.C.A. § 522(h) (West 1993) and 11 U.S.C.A. § 547 (West 1993 & Supp. 1999). The Bermans had sued the Fortis in state court in Maryland because the Fortis failed to repay a series of loans made by the Bermans to Forti Builders, Inc. and because Michael Forti failed to repay a personal loan made to him by C. Nelson Berman. The loans to Forti Builders, which had filed for bankruptcy protection, were guaranteed by Michael and Geraldine Forti, the Vice President and President, respectively, of Forti Builders. The liens in question arose by operation of law after Robert and C. Nelson Berman each secured a consent judgment against the Fortis. Shortly after the consent judgments were entered, the Fortis filed for bankruptcy protection and brought this action in the United States Bankruptcy Court for the District of Maryland to avoid the judicial liens on their property as preferential transfers.

We have had the benefit of oral argument and have reviewed the record, the parties' briefs, and the applicable law. Because we find no reversible error, we affirm the judgment of the district court. See Berman v. Forti, 232 B.R. 653 (D. Md. 1999).

AFFIRMED